

VOCATIONAL TRAINING & WORK EVALUATION COVERAGE NDCC § 65-07-01 EMPLOYER SERVICES /

1600 EAST CENTURY AVENUE, SUITE 1 PO BOX 5585 BISMARCK ND 58506-5585 Telephone 1-800-777-5033 Toll Free Fax 1-888-786-8695 TTY (hearing impaired) 1-800-366-6888 Fraud and Safety Hotline 1-800-243-3331 www.WorkforceSafety.com

PHS DIVISION
SFN 53066 (09/2008)

Name of Organization	Account Number Page 1 o		Page 1 of 3	
Address				
Address				
City	State	Zip		
E-Mail	Phone	Fax		
Name of Authorized Agent				
Address (If different from above)				
It is understood and agreed that this writing constitutes a special CONTRACT between, an organization training and evaluating participants,				
hereinafter "insured," and Workforce Safety & Insuran	rganization training and	evaluating	participants,	
Type of Activity	cc, neremaner vvoi.			
What activities does the organization engage in?				
Will your organization have paid employees? Yes No				
(if your answer is yes, coverage for paid employees is mandatory under separate contract) Describe specifically the work activity for which your organization desires workers' compensation coverage.				
9				
7				
9				
7				
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Membership				
How many individuals do you anticipate will work on the project?				
Estimate the average number of hours per week each individual will wo	rk.			
Is the work: ☐ Full-time ☐ Part-time ☐ Seasonal	Will all individuals participate in ☐ Yes ☐	n the same ac	tivities?	
If your answer is no, please estimate what percentage of individuals will				

VOCATIONAL TRAINING & WORK EVALUATION COVERAGE (cont'd) Page 2 of 3 You may substitute this page with a computer printout or make additional copies if more space is needed. LIST ALL INDIVIDUALS WHO WILL BE WORKING ON THE PROJECT Have the participants listed below acknowledged to you their understanding and acceptance of the conditions of this contract ☐ Yes □ No Name **Social Security Number**

- 1. The contracting parties are subject to the definitions found in NDCC § 65-07.1-01. Benefits received by an employee involved in a vocational training or work evaluation program are not wages or salaries.
- 2. The insured and its participants are subject under the terms of this contract to NDCC § 65-07.1-03 which states:

Any employer or workstation, as defined in this chapter, shall not be liable to respond to damages at common law or by statute for injuries to or the death of any employee, as defined in this chapter, whenever the employer has complied with the provisions of this chapter and during the period for which premiums, as set by WSI, have been paid. Any employee who elects, before injury or death, not to come under the provision of this chapter may do so by notifying the organization, employer, and workstation of such election in writing.

- 3. The insured agrees that any participant's name that has been submitted for coverage either in this application and contract or at any other time has been made aware of the provisions of § 65-07.1-03.
- 4. The insured shall notify WSI by mail or facsimile of any changes or additions to information included in the application. Individuals not identified as participants in the application or subsequent writing provided to WSI prior to the date of injury are not eligible for coverage under the terms of this contract.
- 5. The term of this contract is for a period of one year from the date of acceptance by WSI and is automatically renewable by payment of the annual premium.
- 6. This contract remains in force until terminated by either party by written notice to the other party.
- 7. WSI may terminate this contract if:
 - 1. WSI notifies the insured of its intent to decline renewal of the contract pursuant to § 65-07-02 or
 - 2. WSI discovers that the information supplied by the insured is incomplete, misleading or fraudulent. In that event, WSI may immediately terminate this contract by informing the insured
 - 3. The premium is not paid in full within (30) days of the effective date of coverage specified in this contract. No claim for injury under this agreement made during the contract period will be honored if the premium has not been paid.
- 8. Premium for each participant shall be computed at the rate in which each participant is engaged and shall be based on a reasonable weekly wage determined by WSI. Workers' compensation coverage is effective on the date of acceptance by WSI. Coverage shall be cancelled if premium is not paid within thirty (30) days of the effective date of coverage.
- 9. All claims filed under this contract are subject to Title 65 of the North Dakota Century Code.
- 10. All medical, surgical and hospital benefits and appropriate supplies available to any proper claimant under Title 65 of the North Dakota Century Code shall be provided by WSI for injury or death when such occurs in the course of the work described in the application for coverage.
- 11. The coverage provided by this contract shall not include:
 - a. medical, compensation, permanent partial or death benefits for heart attacks or strokes.
 - b. attorney fees as allowed under §65-02-08.
 - c. disability or rehabilitation benefits in any form.

I understand WSI may request additional information in reviewing this contract and application. I understand it is the responsibility of the organization and its agents to inform WSI by mail or by facsimile of any additions or changes to the information contained in this application and contract. Lastly, I understand that only those participants listed in this application prior to injury are covered by this contract.

I certify that I am an approved agent for the above-named organization. I further certify that I have read and understand the provisions of this contract. I understand that this contract is not in force until approved by WSI and the Premium has been paid.

Authorized Agent	Date
Institution Name	_
Workforce Safety & Insurance	